

EXHIBIT 4

CONFIDENTIALITY AGREEMENT

I, _____, hereby agree to be bound by the following Confidentiality Agreement, and fully understand that my participation into the review of the South Carolina Department of Corrections' (SCDC) execution protocols mandates that I hold information I receive and/or become party to in the strictest of confidences, and therefore I willingly agree to the following as a Reviewing Party to such information:

Recitals

1. I, _____, understand that the purpose of the review of the SCDC execution protocols is to gather sufficient information so I will be able to properly advise Richard Bernard Moore as he contemplates his decision on electing the method of execution to be used for his scheduled execution.

2. I recognize and acknowledge that SCDC has voiced security concerns relating to the dissemination of the information contained in the SCDC execution protocols, and that SCDC is willing to make a limited disclosure of said protocols to me, in order for me, as a member of Richard Bernard Moore's legal defense team, to accomplish the purposes set forth in paragraph 1 above. I, _____, understand and agree that I am being provided access to this sensitive information by SCDC, for the sole purpose of advising Richard Bernard Moore with regards to his election of execution method, and agree to hold the information I receive confidential and to only use said information to accomplish the purpose of advising Richard Bernard Moore on his election of method of execution, which I understand must be made by November 20, 2020.

4. As a result, I, _____, willingly and voluntarily agree to the following terms and conditions.

Terms of Disclosure

1. Scope.

All documents and/or other information, whether written, recorded, oral, or in electronic form, received and/or considered during the review of SCDC's execution protocols (hereinafter referred to as "Confidential Information") is deemed to be confidential and shall be subject to this Agreement.

2. Protection of Confidential Information.

a. **General Protections.** Confidential Information shall not be used or disclosed by the Receiving Parties or any other persons identified below for any purposes whatsoever other than advising Richard Bernard Moore as he makes his election of execution method.

b. **Limited Third Party Disclosures.** The Receiving Parties shall not disclose or permit the disclosure of any Confidential Information under the terms of this Agreement to any other person except to Richard Bernard Moore and/or other members of his legal defense team, and only for the purpose of advising Richard Bernard Moore as he makes his election of execution method, and only after said person or persons have also agreed to the terms of this Confidentiality Agreement.

c. **Control of Documents.** Receiving Parties recognize and agree that they will not be provided copies of SCDC's execution protocols, but will be allowed to make notes relating to the review of the execution protocols, but only for use in advising Richard Bernard Moore as he makes his election of execution methods. Under no circumstances will any notes made by a Receiving Party be shared with anyone other than Richard Bernard Moore and/or other members of Richard Bernard Moore's legal defense team, and only for the purposes of advising Richard Bernard Moore as he makes his election of execution method.

3. Treatment on Conclusion of advising Richard Bernard Moore as he makes his election of execution method

a. **Agreement Remains in Effect.** All provisions of this Agreement restricting the use of Confidential Information shall continue to be binding after Richard Bernard Moore makes his election of execution method.

4. Breach of Agreement; Injunctive Relief.

Receiving Parties agree that any breach of this Agreement by any Receiving Party will cause irreparable harm to SCDC, its employees, and any potential member of the execution team for the execution of Richard Bernard Moore, that cannot be adequately compensated with money damages. Accordingly, SCDC shall be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies, to include, but not be limited to, reasonable attorneys' fees. In the event SCDC is required to enforce the terms of this Agreement in order to remedy or prevent any breach of this Agreement, the Receiving Party shall, in addition to any other damages for which it is responsible hereunder, pay and reimburse to SCDC the reasonable attorneys' fees and costs of SCDC associated with such enforcement.

6. Miscellaneous.

This Agreement, and the rights and responsibilities hereunder:

(a) may be amended by a document signed by SCDC and Receiving Parties; (b) may not be assigned without the prior written consent of the other parties; and (c) may be executed in several counterparts. The failure of SCDC to seek a remedy for the breach of any portion of this Agreement shall not constitute a waiver of its right with respect to same or any subsequent breach. If any provisions of this Agreement shall be held unenforceable, such holding shall not affect the enforceability of any other provision of this Agreement.

7. Persons Bound.

This Agreement shall take effect when signed and shall be binding upon the Receiving Parties and/or their representatives.

I SO STIPULATE AND AGREE:

Dated: _____

Witnessed:

Dated: _____